

such depository bank shall be full acquittance and shall relieve assignees from all obligations hereunder to the extent of the payment or payments so made.

If at any time there shall be more than six (6) parties entitled to receive payments to be made hereunder, then assignees shall have the right to withhold all payments hereunder unless and until all such parties entitled to payment hereunder shall designate, in writing, in a recordable instrument to be delivered to assignees, a trustee to receive all said overriding royalty payments to execute division orders and to act in all matters involving said overriding royalty for and on behalf of said parties and their respective successors in title.

Development:

Notwithstanding the grant to assignor of said above described overriding royalty, assignees shall have, and assignor hereby grants and conveys to assignees, the exclusive right, as between the parties hereto, to develop and operate all of the above described lands and every part thereof to such extent and in such manner as assignees shall determine to be proper without incurring any liability whatsoever to assignor and nothing herein contained shall be deemed, as between the parties hereto, to obligate assignees to drill for, produce or market oil from any of said above described lands to any greater extent than required by the terms and conditions of said above described lease.

Surrender:

Assignees shall have the right to release and surrender said above described lease, either in whole or in part, at any time and from time to time, (thereby terminating any overriding royalty reserved above to assignor in the land so surrendered), without giving any notice thereof, or obtaining any consent or approval from, assignor or assignor's successors in interest.

Warranty:

This assignment is made without covenant of warranty of any kind whatsoever, either express or implied, except as to persons claiming by, through or under assignor.